

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

SCHLAGE LOCK COMPANY,

Opposer,

v.

Opposition No. 91/159,885
Serial No. 76/493,797

ALTO PRODUCTS, CORP.,

Applicant.

TTAB

STIPULATED PROTECTIVE ORDER

The enclosed Stipulated Protective Order concerning disclosure of confidential information is submitted in connection with the above-referenced opposition proceeding.


The parties hereby request that the Board approve the proposed order.

Dated this 30th day of August 2004.

Respectfully submitted,
SCHLAGE LOCK COMPANY, INC.

By: 

Dyann L. Kostello
Lori S. Meddings
Michael Best & Friedrich LLP
100 East Wisconsin Avenue, Suite 3300
Milwaukee, WI 53202
Phone: (414) 271-6560
Fax: (414) 277-0656


09-02-2004

CERTIFICATE OF SERVICE

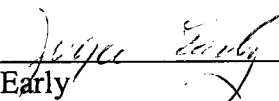
I hereby certify that a true copy of the foregoing Protective Order has been mailed to Applicant by fax and sending the same via first-class regular United States mail to Applicant's attorney:

Stephen E. Feldman, Esq.
12 East 41st Street
New York, NY 10017

on the 30 day of August, 2004.

and that the original of said document was filed on the same day with the TTAB by sending the same (plus two copies) via First Class Mail, postage prepaid, as addressed to:

Trademark Trial and Appeal Board
Commissioner for Trademarks
2900 Crystal Drive
Arlington, VA 22202-3514



Joyce Early

X:\clientb\056227\9085\A0920294.1

SCHLAGE LOCK COMPANY, INC.,

Opposer,

v.

Opposition No. 91/159,885

ALTO PRODUCTS, CORP.,

Applicant

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

PROTECTIVE ORDER

The parties hereto, by their respective counsel, recognizing that the parties and potential third party witnesses may possess confidential or proprietary information which may be necessary or desirable to reveal to other parties during the course of this action, and desiring to obtain a Protective Order sanctioned by this Court to protect such information from unnecessary disclosure to others, hereby STIPULATE AND AGREE, subject to the TTAB's approval in accordance with the Federal Rules of Civil Procedure, that the following provisions shall govern the handling of such confidential information and documents in these proceedings:

DEFINITIONS

- A. The terms "Party" or "Parties" shall include the following: the above-named Parties to this litigation, all predecessors or successors thereof, all past or present divisions, subsidiaries or affiliates, and all present directors, officers, employees, agents or representatives of any of the foregoing entities.
- B. The term "Producing Party" shall mean the party (and its Outside Counsel) who is supplying information to any other party.
- C. The term "Outside Counsel" shall mean the lawyers engaged by the parties to represent them in this litigation.
- D. The term "Confidential Information" shall mean materials which the Producing Party in good faith believes constitutes such material as matter used by it in, or pertaining to, its business which matter is not generally known and which the Producing Party would normally not reveal to third parties or would cause third parties to maintain in confidence.

1. Upon the signing of this Protective Order all documents produced in this action and all depositions, interrogatory responses, responses to requests for admissions, production of documents and other information and documents given or exchanged in this action which the designated party reasonably believes contains information which the party has an interest in protecting from unrestricted disclosure may be marked as "Confidential information" and may be designated as protected within the meaning of Rule 26(c)(7) of the Federal Rules of Civil Procedure and all use thereof will be subject to this Order.

2. Each and every document, deposition, interrogatory response and other information produced, at the time it is produced or shortly thereafter, may be designated as "Confidential". Such designation shall be made by stamping or affixing thereto a legend "Confidential". Any and all copies of such documents so designated which are supplied will, when supplied, be also marked "Confidential" and be subject to the following provisions of this Order.

3. In the event that a Party inadvertently fails to stamp or otherwise designate a document or other information as Confidential at the time of its production, the Producing Party shall inform the recipient Party promptly after the discovery of such failure. The recipient Party shall thereafter mark the document or information in the manner requested by the Producing Party and thereafter treat the document in accordance with such marking.

4. Information designated as "Confidential" may be disclosed only to the following persons:

a. the outside counsel working on this action on behalf of any Party, all paralegal assistants, stenographic and clerical employees performing work related to this litigation;

b. any person not affiliated with a Party who is expressly retained by any attorney described in paragraph 4(a) to provide expert testimony in this matter or to assist in preparation of this action for trial, with disclosure only to the extent necessary to perform such work;

5. Pursuant to this Protective Order, as to those documents so designated as "Confidential", copies thereof and information contained therein will be made available only to and inspected by designated counsel, its employees and outside experts as defined in paragraph 4, and will be used only for the purposes of preparation for trial, the trial of this case and any appeal, unless and until such designation is removed by notice from the producing party, agreement of outside counsel for the parties or by Order of the TTAB. All produced Confidential Information shall be carefully maintained so as to preclude access by persons who are not authorized herein to receive such information.

6. The persons described in paragraph 4 shall have access to the Confidential Information once they have been made aware, and agreed to the provisions of this Order.

7. Any Confidential Information which is inadvertently disclosed by any Party shall still be deemed to be Confidential Information in accordance with this Order. However, any information which is subsequently designated as "Confidential" or as "Confidential Information" shall not be considered confidential with respect to the persons who already have it.

8. The failure to designate information as "Confidential" in accordance with this Order and the failure to object to a designation at a given time shall not preclude the filing of a motion at a later date seeking to impose such designation or seeking to challenge the propriety of such designation.

9. If any documents designated as "Confidential", or any pleadings, motions or other papers disclosing Confidential Information are to be filed with or delivered to the TTAB for any purpose, the proposed filing shall be accompanied with an application to file the papers or confidential portion thereof under seal pursuant to this Order. Where possible, only portions of the filings with the TTAB which contain Confidential Information shall be filed under seal. Nothing in this Stipulated Protective Order shall prohibit the admission of Confidential Information into evidence if such information is otherwise admissible under the rules of evidence.

10. In the case of depositions:

a. designation of the portion of the transcript which contains Confidential Information shall be made by a statement to such effect on the record in the course of the deposition or upon review of such transcript by counsel for the Party to whose Confidential Information the deponent has had access. Said review by counsel shall occur within thirty (30) days after counsel's receipt of the transcript. If no such designation is made within thirty (30) days after counsel's receipt of the transcript, the transcript shall be considered not to contain any Confidential Information. Counsel shall list on a separate paper the numbers of the pages of the transcript containing Confidential Information, inserting the list at the end of the

transcript, and mailing copies of the list to counsel for all Parties so that it may be affixed to the face of the transcript and also to each copy thereof.

b. The disclosing party shall have the right to exclude from attendance at said deposition during such time as Confidential Information is to be disclosed any person other than the deponent, parties, person under Section 4, and counsel (including their staff and associates, and the Court Reporter).

11. Within sixty (60) days of the termination of litigation between the Parties, all Confidential Information or material marked as "Confidential", and all copies thereof, shall be returned to the Party which produced it or destroyed, with a letter to the Producing Party certifying its destruction.

12. Neither the taking of any action in accordance with the provisions of this Protective Order, nor the failure to object thereto, shall be construed as a waiver of any claim or defense in this action. The entry of this Order shall not be construed as a waiver of any right to object to the furnishing of information in response to discovery or to object to a requested inspection of documents and things, and, except as expressly provided, shall not relieve any Party of the obligation to produce information in the course of discovery.

13. Either party may challenge the designation of a document as "Confidential" by the other party in Court.

14. This Protective Order may be amended by express, written agreement by the Parties, subject to the approval of the TTAB.

Dated: August 30, 2004

Stipulated and agreed to:



Lori S. Meddings

MICHAEL, BEST & FRIEDRICH, LLP.

Attorneys for Opposer

Two Riverhead Place

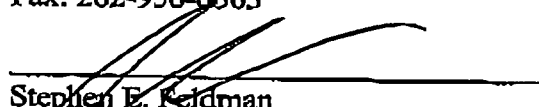
N19 W24133 Riverwood Drive

Suite 200

Waukesha, WI 53188-1174

Tel: 262-956-6560

Fax: 262-956-6565



Stephen E. Feldman

STEPHEN E. FELDMAN, P.C.

Attorneys for Applicant

12 East 41st Street, 7th Floor

New York, New York 10017

Tel: 212-532-8585

Fax: 212-532-8598